

Minutes of Meeting
BOARD FOR CONTRACTORS
INFORMAL FACT-FINDING CONFERENCES
March 30, 2004, 2004 (9:00 a.m.)

The Board for Contractors convened in Richmond, Virginia, for the purpose of holding Informal Fact-Finding Conferences pursuant to the Administrative Process Act.

Anthony R. Orange, Board member, presided. No other Board members were present.

Jennifer Kazzie appeared for the Department of Professional and Occupational Regulation.

The conferences were recorded by Inge Snead & Associates, LTD. and the Summaries or Consent Orders are attached unless no decision was made.

Disc = Disciplinary Case
RF = Recovery Fund Claim
Trades = Tradesmen Application

C = Complainant/Claimant
R = Respondent/Regulant
W = Witness
Atty = Attorney

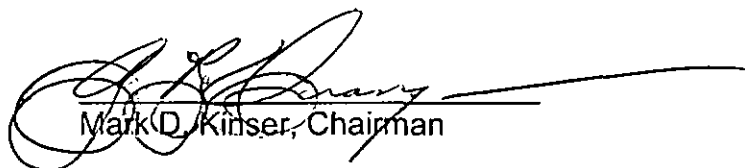
Participants


- | | |
|--|--|
| 1. Wallworks LLC
File Number 2003-03149 (Disc) | Rodney Jones – C |
| 2. Prosperity Mechanical Inc.
File Number 2003-02609 (Disc) | None |
| 3. Clover Builders Inc.
File Number 2003-02145 (Disc) | Ronald Black – R
Charles Hundley – R Atty
Larry Callaway – C |
| 4. R C Cooper & Sons Plumbing & Heating
t/a Cooper Robin C TVA
File Number 2004-01578 (Disc) | Teresa Cole – C
Barry L. Dillon – C
John and Cynthia
Gallagher - C
Melvin M. Reeves – C
Vincent G. Martinelli – C
John Ptakowski – C |

- | | |
|--|--|
| 5. Robert Lucas
t/a Asphalt Paving
File Number 2003-01698 (Disc) | Jesse Huddleston - C |
| 6. Robert Lucas
t/a Asphalt Paving
File Number 2003-02999 (Disc) | David Majeskey - C
Laura Majeskey - C |
| 7. Kevin W. Tarr, t/a Coastal Roofing
File Number 2004-01395 (Disc) | None |
| 8. Kevin W. Tarr, t/a Coastal Roofing
File Number 2004-01799 (Disc) | None |
| 9. James Pruitt, t/a Coastal Roofing
File Number 2004-01396 (Disc) | None |

The meeting adjourned at 1:55 p.m.

BOARD FOR CONTRACTORS


Mark D. Kinser, Chairman


Louise Fontaine Ware, Secretary

COPY TESTE:

Custodian of Records

**COMMONWEALTH OF VIRGINIA
DEPARTMENT OF PROFESSIONAL AND OCCUPATIONAL REGULATION
BOARD FOR CONTRACTORS**

**RE: WALLWORKS, LLC
LICENSE NUMBER: 2705071544**

FILE NUMBER: 2003-03149

Summary of the Informal Fact-Finding Conference

An Informal Fact-Finding Conference (IFF) was convened on March 30, 2004 at the Department of Professional and Occupational Regulation, pursuant to a Notice of Informal Fact-Finding Conference sent by certified mail to Timothy Breede of Wallworks, LLC, on February 3, 2004. The following individuals participated at the conference: Rodney Jones, Complainant; Jennifer Kazzie, Staff Member; and Anthony Orange, presiding Board Member. No one on behalf of Wallworks appeared at the IFF.

Background

On or about May 20, 2003, the Enforcement Division of the Department of Professional and Occupational Regulation received a written complaint from Rodney Jones Sr. (Jones) regarding a contract entered into with Wallworks L L C (Wallworks).

On or about January 31, 2003, Jones entered into a contract with Wallworks, in the amount of \$2,850.00, to perform grading and drainage work at 7120 Church Lane, Charles City, Virginia. The contract was signed by Timothy Breede (Breede) on behalf of Wallworks.

On or about February 5, 2003, Jones paid Breede \$1,850.00 by check.

Summation of Facts

1. The contract used by Wallworks in the transaction failed to contain subsections: (a) when the work is to begin and the estimated completion date, (f) disclosure of cancellation rights, and (h) contractor's license number, expiration date, class of license/certificate, and classification or specialty services.
2. In March 2003, Wallworks delivered 5 or 6 tandem loads of fill dirt to the subject property and pushed all the driveway gravel back with a bulldozer. In the end of March

2003, Wallworks returned to pick up equipment. Jones left several messages for Wallworks regarding the work, but Wallworks failed to respond to Jones.

3. In July 2003, Wallworks delivered some top soil to the subject property.

4. In a letter dated July 24, 2003, Wallworks stated that Wallworks and Jones discussed options to complete the work, including returning the unused portion of the initial payment in exchange for Jones completing the work. Wallworks further stated that it could not complete the project within the time frame discussed and was therefore, returning the unused portion of the initial payment. On July 29, 2003, Wallworks returned \$282.50 by money order to Jones.

5. On or about October 15, 2003, and January 7, 2004, Jones advised Investigator Janet Creamer, the Board's agent, that he did not agree to complete the job himself.

Conclusion and Recommendation

Count 1: 18 VAC 50-22-260(B)(9) (Effective January 1, 2003)

Wallworks' failure to make use of a written contract which contains the minimum provisions specified in the Board's Regulations is a violation of the Board's 2003 Regulation 18 VAC 50-22-260(B)(9). Therefore, I recommend that a monetary penalty of \$250.00 be imposed.

Count 2: 18 VAC 50-22-260(B)(14) (Effective January 1, 2003)

Wallworks' unjustified cessation of work under the contract for more than 30 days constitutes abandonment and is a violation of the Board's 2003 Regulation 18 VAC 50-22-260(B)(14). Therefore, I recommend that a monetary penalty of \$2,500.00 be imposed, along with revocation of Wallworks' license.

By:

Anthony Orange
Presiding IFF Board Member
Board for Contractors

Date: _____

FINAL ORDER RECOMMENDATION

THE TOTAL MONETARY PENALTY RECOMMENDED HEREIN SHALL BE PAID WITHIN SIXTY (60) DAYS FROM THE DATE OF ENTRY OF THE FINAL ORDER IN THIS MATTER. FAILURE TO PAY THE TOTAL MONETARY PENALTY ASSESSED WITHIN SIXTY (60) DAYS OF THE DATE OF ENTRY OF SAID FINAL ORDER WILL RESULT IN THE AUTOMATIC SUSPENSION OF LICENSE NUMBER 2705071544 UNTIL SUCH TIME AS SAID AMOUNT IS PAID IN FULL.

**COMMONWEALTH OF VIRGINIA
DEPARTMENT OF PROFESSIONAL AND OCCUPATIONAL REGULATION
BOARD FOR CONTRACTORS**

**RE: PROSPERITY MECHANICAL, INC.
LICENSE NUMBER: 2705049402**

FILE NUMBER: 2003-02609

Summary of the Informal Fact-Finding Conference

An Informal Fact-Finding Conference (IFF) was convened on March 30, 2004 at the Department of Professional and Occupational Regulation, pursuant to a Notice of Informal Fact-Finding Conference sent by certified mail to Corwyn Baine of Prosperity Mechanical, Inc., on February 3, 2004. The following individuals participated at the conference: Jennifer Kazzie, Staff Member; and Anthony Orange, presiding Board Member. No one appeared on behalf of Prosperity Mechanical, Inc.

Background

On or about March 28, 2003 the Enforcement Division of the Department of Professional and Occupational Regulation received a written complaint from Zolia McCormick (McCormick) regarding work performed by Prosperity Mechanical Inc. (Prosperity).

In October 2001, McCormick entered into a verbal agreement with Prosperity, in the amount of \$2,625.00, to install a Mitsubishi heating and air conditioning heat pump system at 5951 Namozine Road, Crewe, Virginia 23930.

Summation of Facts

1. In October 2001, Prosperity installed a Mitsubishi heating and air conditioning heat pump system at McCormick's residence.

2. Prosperity failed to make use of a legible written contract clearly specifying the terms and conditions of the work to be performed, signed by all parties, prior to commencement of work.
3. On or about June 27, 2003, Investigator Janet P. Creamer, the Board's agent, received information from the Nottoway County Building Inspection's Department that Prosperity failed to obtain the required permit prior to installation of the system at 5951 Namozine Road, Crewe, Virginia, in violation of Section 109 of the Virginia Uniform Statewide Building Code.
4. In October 2001, Prosperity provided McCormick with warranty information for a Fujitsu heat pump. Prosperity told McCormick that the warranty for Fujitsu and Mitsubishi were the same for the heat pump installed.
5. Fujitsu provided a 5 year limited warranty on the compressor and a 1 year limited warranty on all parts for wall-mounted heat pumps with wireless remote control. Prosperity verbally promised McCormick that Prosperity would correct any defects with the system.
6. In January 2003, McCormick noticed the system did not produce sufficient heating and cooling. McCormick notified Prosperity several times about the problem with the heat pump system. In January 2003 or February 2003, Prosperity confirmed that the heat pump was defective and promised to replace the defective system. As of May 2003, Prosperity failed to correct the problem and honor the warranty.
7. Prosperity returned to McCormick's residence in approximately January or February 2003 and confirmed the defective system needed to be replaced. Prosperity never returned to McCormick's residence to replace the system despite McCormick's telephone calls. Prosperity failed to honor the terms and conditions of the warranty.

Conclusion and Recommendation

Count 1: 18 VAC 50-22-260(B)(8) (Effective September 1, 2001)

Prosperity's failure to make use of a legible written contract clearly specifying the terms and conditions of the work to be performed is a violation of the Board's 2001 Regulation 18 VAC 50-22-260(B)(8). Therefore, I recommend that a monetary penalty of \$500.00 be imposed.

Count 2: 18 VAC 50-22-260(B)(6) (Effective September 1, 2001)

Prosperity's failure to obtain the required permit prior to installation of the system constitutes misconduct in the practice of contracting and is a violation of the Board's 2001 Regulation 18 VAC 50-22-260(B)(6). Therefore, I recommend that a monetary penalty of \$2,500.00 be imposed along with revocation of Prosperity's license.

Count 3: 18 VAC 50-22-260(B)(30) (Effective January 1, 2003)

Prosperity's failure to honor the terms and conditions of the warranty is a violation of Board Regulation 18 VAC 50-22-260(B)(30). Therefore, I recommend that a monetary penalty of \$2,500.00 be imposed along with revocation of Prosperity's license.

By:

Anthony Orange
Presiding IFF Board Member
Board for Contractors
Date: _____

FINAL ORDER RECOMMENDATION

THE TOTAL MONETARY PENALTY RECOMMENDED HEREIN SHALL BE PAID WITHIN SIXTY (60) DAYS FROM THE DATE OF ENTRY OF THE FINAL ORDER IN THIS MATTER. FAILURE TO PAY THE TOTAL MONETARY PENALTY ASSESSED WITHIN SIXTY (60) DAYS OF THE DATE OF ENTRY OF SAID FINAL ORDER WILL RESULT IN THE AUTOMATIC SUSPENSION OF LICENSE NUMBER 2705049402 UNTIL SUCH TIME AS SAID AMOUNT IS PAID IN FULL.

**COMMONWEALTH OF VIRGINIA
DEPARTMENT OF PROFESSIONAL AND OCCUPATIONAL REGULATION**

BOARD FOR CONTRACTORS

**RE: CLOVER BUILDERS, INC.
LICENSE NUMBER: 2701029793**

FILE NUMBER: 2003-02145

Summary of the Informal Fact-Finding Conference

An Informal Fact-Finding Conference (IFF) was convened on March 30, 2004 at the Department of Professional and Occupational Regulation, pursuant to a Notice of Informal Fact-Finding Conference sent by certified mail to Ronald M. Black, President of Clover Builders, Inc., on February 3, 2004. The following individuals participated at the conference: Ronald M. Black, President of Clover Builders, Inc., Respondent; Charles Hundley, Attorney for Respondent; Larry Callaway, Complainant; Jennifer Kazzie, Staff Member; and Anthony Orange, presiding Board Member.

Summation of Facts

1. On or about January 31, 2003, the Enforcement Division of the Department of Professional and Occupational Regulation received a written complaint from Larry and Joanne Callaway (the Callaways) regarding Clover Builders Inc. (Clover) and RM Black Contractors.
2. On or about May 14, 2003, a review of the licensing records of the Board for Contractors revealed Clover was issued Class A Contractor's license number 2701029793 on May 7, 1987. The records revealed the business name for license number 2701029793 was changed to RMB Builders Inc., effective June 6, 1994. The records further revealed the business name for license number 2701029793 was changed to Clover, effective February 12, 2002.
3. On or about October 15, 2001, in the Circuit Court for the County of Chesterfield, a Final Judgment Order (Order) was entered against RMB Builders Inc. (licensed as Clover Builders Inc.). The Order awarded: (1) Callaway a \$20,000.00 judgment against RMB Builders Inc. (licensed as Clover Builders Inc.) upon showing that Callaway paid \$20,000.00 to N.B. Goodwyn & Sons, Inc. in accordance with a settlement agreement promissory note; (2) N.B. Goodwyn & Sons a \$35,731.22 judgment, less amounts paid to N.B. Goodwyn & Sons by Callaway in accordance with a settlement agreement promissory note, against RMB Builders Inc. (licensed as Clover Builders Inc.); and (3) Callaway a \$19,924.67 judgment against RMB Builders Inc. (licensed as Clover Builders Inc.) upon showing that Callaway paid \$20,000.00 to N.B. Goodwyn & Sons, Inc. in accordance with a settlement agreement promissory note.
4. RMB failed to satisfy the judgment awarded to Callaway.

Conclusion and Recommendation

Count 1: 18 VAC 50-22-260(B)(28) (Effective September 1, 2001) (RMB's failure to satisfy the judgment awarded to Callaway)

There were no contractual agreements between the parties; therefore I am unable to ascertain the truthfulness and validity of the statements offered at the IFF by all parties

involved. Therefore, I recommend that this count of the file be closed with a finding of no violation.

By:

Anthony Orange
Presiding IFF Board Member
Board for Contractors
Date: _____

FINAL ORDER RECOMMENDATION

THE TOTAL MONETARY PENALTY RECOMMENDED HEREIN SHALL BE PAID WITHIN SIXTY (60) DAYS FROM THE DATE OF ENTRY OF THE FINAL ORDER IN THIS MATTER. FAILURE TO PAY THE TOTAL MONETARY PENALTY ASSESSED WITHIN SIXTY (60) DAYS OF THE DATE OF ENTRY OF SAID FINAL ORDER WILL RESULT IN THE AUTOMATIC SUSPENSION OF LICENSE NUMBER 2701029793 UNTIL SUCH TIME AS SAID AMOUNT IS PAID IN FULL.

**COMMONWEALTH OF VIRGINIA
DEPARTMENT OF PROFESSIONAL AND OCCUPATIONAL REGULATION**

BOARD FOR CONTRACTORS

**RE: R C COOPER & SONS PLUMBING & HEATING
T/A COOPER ROBIN C T/A
LICENSE NUMBER: 2705 009441**

FILE NUMBER: 2004-01578

Summary of the Informal Fact-Finding Conference

An Informal Fact-Finding Conference (IFF) was convened on March 30, 2004, at the Department of Professional and Occupational Regulation, pursuant to a Notice of Informal Fact-Finding Conference sent by certified mail to Robin C. Cooper of R C Cooper & Sons Plumbing & Heating, t/a Cooper Robin C T/A, on March 10, 2004. The following individuals participated at the conference: Teresa Cole, Barry Dillon, Cynthia and John Gallagher, Melvin M. Reeves Vincent G. Martinelli, John Ptakowski, Complainants;

Jennifer Kazzie, Staff Member; and Anthony Orange, presiding Board Member. Neither Cooper, nor anyone on his behalf, attended the IFF.

Summation of Facts

1. Between October 7, 2003 and February 12, 2004, the Enforcement Division of the Professional and Occupational Regulation received twelve written complaints regarding contracts entered into with RC Cooper & Sons Plumbing & Heating (Cooper), t/a Cooper Robin C t/a.

2. Between June 2003 and July 2003, Robin Cooper, t/a R.C. Cooper & Sons entered into the following written contracts to convert propane gas to natural gas at properties in the Augustine subdivision, which included fireplace conversions, and was paid as follows:

Name	File #	Address	Contract amount	Paid	Exhibits
Barry Cole	2004-01578	4 Monument Drive, Stafford, Virginia 22554	\$1,400.00	Full on 8/6/2003	C1-2 & C1-3
Gail MacNeill	2004-02179	6 Cattail Court, Stafford, Virginia 22554	\$1,250.00	Full on 7/15/2003	C2-2 & C2-3
Steve Donnell	2004-02188	18 Monument Drive Stafford, Virginia 22554	\$1,975.00	Full on 8/5/2003	C3-2 & C3-3
Barry L. Dillon	2004-02517	56 Kirby Lane, Stafford, Virginia 22554	\$975.00	Full on 9/2/2003	C4-2
Paul Tripodi	2004-02386	4 Gristmill Drive, Stafford, Virginia 22554	\$1,275.00	\$650.00	C5-2
John Gallagher	2004-02518	2 Gristmill Drive, Stafford, Virginia 22554	\$1,525.00	Full on 8/12/2003	C6-2 & C6-3
Melvin M. Reeves	2004-02624	12 Ludwell Lane, Stafford, Virginia 22554	\$1,350.00	Full on 7/29/2003	C7-2 & C7-3
Peter Gilmour	2004-02732	34 Monument Drive, Stafford, Virginia 22554	\$1,300.00	Full on 8/5/2003	C8-2 & C8-3
David Sinnott	2004-02733	20 Ludwell Lane, Stafford, Virginia 22554	\$1,625.00	Full on 7/29/2003	C9-2 & C9-3
Vincent Martinelli	2004-02762	4 Engles, Stafford, Virginia 22554	\$1,125.00	Full on 7/29/2003	C10-2
John Ptakowski	2004-03232	10 Kingsley Court, Stafford, Virginia 22554	\$1,750.00	Full	C11-2
David R. Hawtin	2004-03242	42 Muster Drive, Stafford, Virginia 22554	\$1,375.00 (NOTE: Contract indicates additional cost of \$250.00.)	\$1,550.00	C12-2 & C12-3

3. All contracts were signed by Robin Cooper and indicated an address of 704 Salem Drive, Fredericksburg, Virginia.

4. On March 3, 2004, a review of the licensing records of the Board for Contractors revealed Cooper was issued Class B Contractor's license number

2705 009441 on March 14, 1992. The records further revealed the address of record was 704 Salem Drive, Fredericksburg, Virginia.

5. Cooper failed to operate in the name in which the license was issued.

6. As of March 29, 2004, Cooper failed to return to the job sites and complete the fireplace conversions.

7. As of March 29, 2004, Cooper failed to return money received for work not performed.

Conclusion and Recommendation

Due to the egregious nature of these violations and the number of violations committed, I find that the maximum penalty is warranted in all counts to keep such contractors from attempting to ever again do business in the Commonwealth of Virginia.

Count 1: 18 VAC 50-22-230(A) (Effective January 1, 2003) (TWELVE VIOLATIONS)

Cooper's failure to operate under the name in which the license is issued is in violation of Board Regulation 18 VAC 50-22-230(A). Therefore, I recommend that a monetary penalty of \$2,500.00 be imposed for each violation of this regulation and license revocation for each violation.

Count 2: 18 VAC 50-22-260(B)(14) (Effective January 1, 2003) (TWELVE VIOLATIONS)

Cooper's failure to return to the job sites and complete the fireplace conversions is in violation of Board Regulation 18 VAC 50-22-260(B)(14). Therefore, I recommend that a monetary penalty of \$2,500.00 be imposed for each violation of this regulation and license revocation for each violation.

Count 3: 18 VAC 50-22-260(B)(16) (Effective January 1, 2003) (TWELVE VIOLATIONS)

Cooper's failure to return funds paid, for which work is either not performed or performed only in part, is in violation of Board Regulation 18 VAC 50-22-260(B)(16). Therefore, I recommend that a monetary penalty of \$2,500.00 be imposed for each violation of this regulation and revocation for each violation.

By:

Anthony Orange
Presiding IFF Board Member
Board for Contractors
Date: _____

FINAL ORDER RECOMMENDATION

THE TOTAL MONETARY PENALTY RECOMMENDED HEREIN SHALL BE PAID WITHIN SIXTY (60) DAYS FROM THE DATE OF ENTRY OF THE FINAL ORDER IN THIS MATTER. FAILURE TO PAY THE TOTAL MONETARY PENALTY ASSESSED WITHIN SIXTY (60) DAYS OF THE DATE OF ENTRY OF SAID FINAL ORDER WILL RESULT IN THE AUTOMATIC SUSPENSION OF LICENSE NUMBER 2705 009441 UNTIL SUCH TIME AS SAID AMOUNT IS PAID IN FULL.

**COMMONWEALTH OF VIRGINIA
DEPARTMENT OF PROFESSIONAL AND OCCUPATIONAL REGULATION**

BOARD FOR CONTRACTORS

**RE: ROBERT K. LUCAS
T/A ASPHALT PAVING
LICENSE NUMBER: 2705 063538**

FILE NUMBER: 2003-01698

Summary of the Informal Fact-Finding Conference

An Informal Fact-Finding Conference (IFF) was convened on March 30, 2004 at the Department of Professional and Occupational Regulation, pursuant to a Notice of Informal Fact-Finding Conference sent by certified mail to Robert K. Lucas, t/a Asphalt Paving, on February 2, 2004. The following individuals participated at the conference: Jesse Huddleston, Complainant; Jennifer Kazzie, Staff Member; and Anthony R. Orange, Presiding Board Member. Neither Robert K. Lucas nor anyone on behalf of Asphalt Paving attended the IFF.

Background

On October 21, 2002, the Enforcement Division of the Virginia Department of Professional and Occupational Regulation received a written complaint from Jessie Huddleston (Huddleston) regarding a contract entered into with Robert Lucas and United Paving.

On July 29, 2002, Huddleston entered into a contract with United Paving, in the amount of \$2,700.00, to pave a driveway at 3595 Toms Road, Barboursville, Virginia. The contract was signed for by Robert Lucas.

On October 23, 2002, a review of the licensing records of the Board for Contractors revealed Robert K. Lucas (Lucas), t/a Asphalt Paving, was issued Class C Contractor's license number 2705063538 on March 20, 2002.

On February 3, 2003, Investigator E. Nathan Matthews, the Board's agent, made a written request to Lucas at the address of record of HC 68, Box 40A, Princeton, West Virginia 24740, requesting a written response and supporting documents to the complaint filed with the Board.

On February 18, 2003, the Board's agent received a written response from Lucas regarding the complaint filed with the Board. Lucas admitted to entering into a contract with Huddleston and performing work at 3595 Toms Road, Barboursville, Virginia.

Summation of Facts

1. Lucas failed to operate in the name in which the license was issued.

2. The contract used by Lucas in the transaction failed to contain: (a) when the work is to begin and the estimated completion date, (c) a listing of specified materials, (d) a "plain language" exculpatory clause, (e) statement of assurance regarding local requirements for building permits, inspections and zoning, (f) disclosure of cancellation rights, (h) the contractor's name, address, license number, expiration date, class of license/certificate, and classification or specialty services, and (i) a statement providing that any modification to the contract which changes the cost, materials, work to be performed, or estimated completion date, must be in writing and signed by all parties.
3. The contract specified "includes a two year warrantie (sic)".
4. On July 30, 2002, Lucas commenced work.
5. In August 2002, Huddleston expressed concern to Lucas that water would not drain off the pavement correctly. Lucas told Huddleston that Lucas would return within the same week to address Huddleston's concerns. Lucas failed to return as promised. Huddleston attempted to contact Lucas. Lucas eventually returned to look at the problem and assured Huddleston that Lucas would return in a week or two to fix the driveway. Lucas failed to return as promised. In a letter dated February 14, 2003, Lucas stated that he was willing to fix Huddleston's driveway, but Lucas could not do the work until the middle of March or the beginning of April of 2003. Lucas failed to repair the standing water areas in the driveway as promised.

Conclusion and Recommendation

Count 1: 18 VAC 50-22-230(A) (Effective September 1, 2001)

Lucas' failure to operate in the name under which the license was issued is a violation of Board Regulation 18 VAC 50-22-230(A). Therefore, I recommend that a monetary penalty of \$1,000.00 be imposed.

Count 2: 18 VAC 50-22-260(B)(9) (Effective September 1, 2001)

Lucas' failure to make use of a written contract which contains the minimum provisions specified in the Board's Regulations is a violation of Board Regulation 18 VAC 50-22-260(B)(9). Therefore, I recommend that a monetary penalty of \$500.00 be imposed. In addition, I recommend that Lucas successfully complete the Board's Basic Contractor Licensing Class (remedial education) within six months of the entry of the order.

Count 3: 18 VAC 50-22-260(B)(30) (Effective September 1, 2001)

Lucas' failure to honor the terms and conditions of a warranty is a violation of Board Regulation 18 VAC 50-22-260(B)(30). Therefore, I recommend that a monetary penalty of \$2,500.00 be imposed, along with revocation of Lucas' license.

By:

Anthony R. Orange
Presiding IFF Board Member
Board for Contractors
Date: _____

FINAL ORDER RECOMMENDATION

THE TOTAL MONETARY PENALTY RECOMMENDED HEREIN SHALL BE PAID WITHIN SIXTY (60) DAYS FROM THE DATE OF ENTRY OF THE FINAL ORDER IN THIS MATTER. FAILURE TO PAY THE TOTAL MONETARY PENALTY ASSESSED WITHIN SIXTY (60) DAYS OF THE DATE OF ENTRY OF SAID FINAL ORDER WILL RESULT IN THE AUTOMATIC SUSPENSION OF LICENSE NUMBER 2705 063538 UNTIL SUCH TIME AS SAID AMOUNT IS PAID IN FULL.

COMMONWEALTH OF VIRGINIA

DEPARTMENT OF PROFESSIONAL AND OCCUPATIONAL REGULATION

BOARD FOR CONTRACTORS

**RE: ROBERT K. LUCAS
T/A ASPHALT PAVING
LICENSE NUMBER: 2705 063538**

FILE NUMBER: 2003-02999

Summary of the Informal Fact-Finding Conference

An Informal Fact-Finding Conference (IFF) was convened on March 30, 2004 at the Department of Professional and Occupational Regulation, pursuant to a Notice of Informal Fact-Finding Conference sent by certified mail to Robert K. Lucas, t/a Asphalt Paving, on February 2, 2004. The following individuals participated at the conference: David and Laura Majeskey, Complainants; Jennifer Kazzie, Staff Member; and Anthony R. Orange, Presiding Board Member. Neither Robert K. Lucas nor anyone on behalf of Asphalt Paving attended the IFF.

Background

On May 7, 2003, the Enforcement Division of the Department of Professional and Occupational Regulation received a written complaint from David Majeskey (Majeskey) regarding a contract entered into with Robert Lucas and United Paving and Sealing.

On November 14, 2002, Majeskey entered into a contract with United Paving & Sealing, in the amount of \$2,600.00, to pave a driveway at 3502 Richards Run, Powhatan, Virginia. The contract was signed for by Robert Lucas.

On May 14, 2003, a search of the licensing records of the Board for Contractors revealed Robert Lucas, t/a United Paving & Sealing, was not a licensed contractor.

On May 19, 2003, a review of the licensing records of the Board for Contractors revealed Robert K. Lucas (Lucas), t/a Asphalt Paving, was issued Class C Contractor's license number 2705063538 on March 20, 2002. The records further revealed license number 2705063538 expires on March 31, 2004.

On July 8, 2003, Investigator Janet Creamer, the Board's agent, made a written request to Lucas at the address of record of HC 68, Box 40A, Princeton, West Virginia 24740, requesting a written response and supporting documents to the complaint filed with the Board.

On November 3, 2003, the Board's agent made a second written request, via certified mail, to Lucas at the address of record of HC 68, Box 40A, Princeton, West Virginia 24740,

requesting a written response and supporting documents to the complaint filed with the Board. On December 9, 2003, the certified letter was returned to the Board's agent and was marked "Unclaimed" by the United States Postal Service.

On December 5, 2003, Lucas contacted the Board's agent and confirmed that Lucas performed work at the subject property.

Summation of Facts

1. Lucas failed to operate in the name in which the license was issued.
2. The contract used by Lucas in the transaction failed to contain subsections: (a) when the work is to begin and the estimated completion date, (e) statement of assurance regarding local requirements for building permits, inspections and zoning, (f) disclosure of cancellation rights, and (h) contractor's address, license number, expiration date, class of license, classifications or specialty services.
3. The contract specified "includes a two year warrantie (sic)."
4. On November 14, 2002, Lucas commenced and completed work on the project.
5. In January 2003, Majeskey noticed the asphalt was coming up in large sections, weeds started growing through the asphalt, and the asphalt was deteriorating and eroding because of poor quality asphalt. Between January 20, 2003 and April 4, 2003, Majeskey made several attempts to contact Lucas regarding the problem.
6. On February 4, 2003, Lucas left Majeskey a message. Majeskey returned the call and left a message for Lucas.
7. In June 2003, Lucas contacted Majeskey and promised to repair the driveway in June 2003 or July 2003.
8. Lucas failed to honor the warranty and repair the driveway as promised.

Conclusion and Recommendation

Count 1: 18 VAC 50-22-230(A) (Effective Date September 1, 2001)

Lucas' failure to operate under the name in which the license was issued is a violation of Board Regulation 18 VAC 50-22-230(A). Therefore, I recommend that a monetary penalty of \$1,000.00 be imposed.

Count 2: 18 VAC 50-22-260(B)(9) (Effective September 1, 2001)

Lucas' failure to make use of a written contract which contains the minimum provisions specified in the Board's Regulations is a violation of Board Regulation 18 VAC 50-22-260(B)(9). Therefore, I recommend that a monetary penalty of \$500.00 be imposed. In addition, I recommend that Lucas successfully complete the Board's Basic Contractor Licensing Class (remedial education) within six months of the entry of the order.

Count 3: 18 VAC 50-22-260(B)(30) (Effective January 1, 2003)

Lucas' failure to honor the terms and conditions of the warranty and repair the driveway is a violation of Board Regulation 18 VAC 50-22-260(B)(30). Therefore, I recommend that a monetary penalty of \$2,500.00 be imposed, along with revocation of Lucas' license.

By:

Anthony R. Orange
Presiding IFF Board Member
Board for Contractors
Date: _____

FINAL ORDER RECOMMENDATION

THE TOTAL MONETARY PENALTY RECOMMENDED HEREIN SHALL BE PAID WITHIN SIXTY (60) DAYS FROM THE DATE OF ENTRY OF THE FINAL ORDER IN THIS MATTER. FAILURE TO PAY THE TOTAL MONETARY PENALTY ASSESSED WITHIN SIXTY (60) DAYS OF THE DATE OF ENTRY OF SAID FINAL ORDER WILL RESULT IN THE AUTOMATIC SUSPENSION OF LICENSE NUMBER 2705 063538 UNTIL SUCH TIME AS SAID AMOUNT IS PAID IN FULL.

**COMMONWEALTH OF VIRGINIA
DEPARTMENT OF PROFESSIONAL AND OCCUPATIONAL REGULATION
BOARD FOR CONTRACTORS**

**RE: KEVIN W. TARR
T/A TARR AND SONS CONSTRUCTION (FORMERLY KNOWN AS COASTAL
ROOFING)
LICENSE NUMBER: 2705 044660

FILE NUMBER: 2004-01395**

Summary of the Informal Fact-Finding Conference

An Informal Fact-Finding Conference (IFF) was convened on March 30, 2004 at the Department of Professional and Occupational Regulation, pursuant to a Notice of Informal Fact-Finding Conference sent by certified mail to Kevin W. Tarr, t/a Coastal Roofing, on February 4, 2004. The following individuals participated at the conference: Jennifer Kazzie, Staff Member; and Anthony R. Orange, Presiding Board Member. Neither Tarr nor anyone on his behalf attended the IFF.

Background

On September 23, 2003, the Enforcement Division of the Department of Professional and Occupational Regulation received a written complaint from James H. Justice, Jr. (Justice) regarding a contract entered into with Coastal Roofing.

On May 19, 2003, Justice entered into a contract with Coastal Roofing, in the amount of \$16,500.00, to overlay existing Roll roofing, provide and install Tamko brand modified roll roofing, provide and install all fasteners, provide all adhesive, caulk, etc. needed, clean jobsite, and remove and dispose of all trash at the Dream Roller Rink at 32438 Chincoteague Road, New Church, Virginia.

The contract indicated James Pruitt, t/a Coastal Roofing; however, Kevin Tarr signed the contract. The contract also indicated an address of P.O. Box 255, Chincoteague, Virginia 23336.

On July 7, 2003, Justice paid Coastal Roofing \$5,300.00 by check.

On July 14, 2003, James Pruitt, t/a Coastal Roofing, obtained building permit number B2003-0536 for work to be performed at the subject property.

Coastal Roofing advised Justice what section of material to remove from the old roof. Justice removed a layer of material of the old roof according to Coastal Roofing's recommendation.

On July 15, 2003, James Pruitt, t/a Coastal Roofing, commenced work on the project. Between July 16, 2003 and August 1, 2003, Coastal Roofing continued to advise Justice what section of material to remove from the old roof. Each evening, Coastal Roofing would cover the old roof sections removed by Justice with a tarp. By August 1, 2003, Justice had removed approximately half of the old roof. Between July 16, 2003 and August 1, 2003, rain would come through the tarps on the roof, which damaged the interior of the building, including ceiling tiles, floor, and carpeting.

Between August 2, 2003 and August 5, 2003, James Pruitt, t/a Coastal Roofing, helped Justice put on two strips of roofing. James Pruitt, t/a Coastal Roofing, advised Justice that he would be back to complete the work.

On August 6, 2003, Kevin Tarr, on behalf of Coastal Roofing, returned to the subject property and completed the roofing work of the section previously removed. On August 6, 2003, Kevin Tarr instructed Justice to remove the remaining half of the old roof. On August 6, 2003, Justice removed the remaining old roof. Kevin Tarr covered the remaining half of the roof with a tarp.

On August 6, 2003, heavy rains poured through the roof into the interior ceiling because the roof was not properly covered with tarp, causing damage to the interior of the building, including ceiling tiles, the sound system, light controls, lights, electrical wires, carpeting, and skating floor.

Justice contacted Coastal Roofing regarding the water damage. Coastal Roofing told Justice that Coastal Roofing would return the next day to finish the roofing; however, Coastal Roofing failed to return on August 7, 2003 or August 8, 2003.

On August 7, 2003, Justice paid Coastal Roofing \$1,018.88 by check.

On August 8, 2003, Justice, his two sons, and an employee completed the roofing work.

On or about August 10, 2003, Justice contacted Kevin Tarr regarding the water damage. Justice told Kevin Tarr that if Coastal Roofing fixed the damage caused by the improper tarp coverage of the roof, Justice would not hold Coastal Roofing responsible for the damage to the building and lost revenue.

On August 13, 2003, Kevin Tarr entered into a written agreement to repair or replace ceiling tiles and paint the ceiling at the subject property by September 4, 2003.

On October 1, 2003, a review of the licensing records of the Board for Contractors revealed Kevin W. Tarr (Tarr), t/a Coastal Roofing, was issued Class C Contractor's license number 2705044660 on May 20, 1998. The records further revealed the address of record was

6455 Maddox Boulevard, Suite 5, Chincoteague, Virginia 23336 and P.O. Box 255, Chincoteague, Virginia 23336.

On October 1, 2003, a review of the licensing records of the Board for Contractors revealed James Pruitt (Pruitt), t/a Coastal Roofing, was issued Class B Contractor's license number 2705070901 on August 28, 2002.

Summation of Facts

1. The contract used by Coastal Roofing in the transaction failed to contain subsections: (a) when work is to begin and the estimated completion date, (d) a "plain-language" exculpatory clause concerning events beyond the control of the contractor and a statement explaining that delays caused by such events do not constitute abandonment and are not included in calculating time frames for payment or performance, (e) a statement of assurance that the contractor will comply with all local requirements for building permits, inspections, and zoning, (f) disclosure of the cancellation rights of the parties, (h) contractor's license number, expiration date, class of license, and classifications or specialty services, and (i) statement providing that any modification to the contract, which changes the cost, materials, work to be performed, or estimated completion date, must be in writing and signed by all parties.
2. Between August 14, 2003 and September 4, 2003, Coastal Roofing failed to repair the water damage at the subject property as agreed to on August 13, 2003.
3. On September 6, 2003 and September 7, 2003, Justice attempted to contact Coastal Roofing regarding the repair of the water damage. On September 9, 2003, Justice left a message advising Coastal Roofing that Justice would assume Coastal Roofing was not going to repair the water damage if Justice did not hear from Coastal Roofing. As of October 31, 2003, Coastal Roofing did not contact Justice.
4. On October 31, 2003, Investigator Valerie Matney, the Board's agent, visited the subject property and observed water damage to the interior of the building, including the ceiling tiles, floor, and carpeting.
5. As of October 31, 2003, Coastal Roofing failed to repair the water damage as agreed to on August 13, 2003.
6. On October 15, 2003, the Board's agent made a written request, via certified mail, to Tarr at the physical address of record of 6455 Maddox Boulevard, Suite 5, Chincoteague, Virginia 23336, requesting a written response and supporting documents to the complaint filed with the Board. The Board's agent requested the documents be received by October 29, 2003.

7. On October 15, 2003, the Board's agent made a written request, via certified mail, to Tarr at the mailing address of record and the address listed on the contract of P.O. Box 255, Chincoteague, Virginia 23336, requesting a written response and supporting documents to the complaint filed with the Board. The Board's agent requested the documents be received by October 29, 2003.
8. On October 23, 2003, Tarr signed for the certified letter sent to P.O. Box 255, Chincoteague, Virginia 23336.
9. On October 31, 2003, the Board's agent and Assistant Director David C. Dorner, the Board's agent, visited 6455 Maddox Boulevard, Suite 5, Chincoteague, Virginia 23336 and observed a sign labeled "Coastal Roofing" with the telephone numbers (757) 336-3625 and (410) 957-6859 listed. The Board's agents also observed equipment inside the building. The Board's agents left a business card at the location.
10. The Board's agent attempted to contact Tarr at the telephone numbers listed on the sign for "Coastal Roofing;" however, the telephone numbers were disconnected. The Board's agent also attempted to contact Tarr at (757) 824-9646, the telephone number listed on the complaint; however, the telephone number was not in service.
11. On November 6, 2003, the certified letter sent to Tarr at 6455 Maddox Boulevard, Suite 5, Chincoteague, Virginia 23336 was returned by the United States Postal Service ("USPS") and was marked "Unclaimed."
12. As of December 1, 2003, Tarr refused or failed to respond to the Board's agents.
13. As of March 2, 2004, Kevin W. Tarr now trades as Tarr and Sons Construction.

Conclusion and Recommendation

Count 1: 18 VAC 50-22-260(B)(9) (Effective January 1, 2003)

Tarr's failure to make use of a written contract which contains the minimum provisions specified in the Board's Regulations is a violation of Board Regulation 18 VAC 50-22-260(B)(9). Therefore, I recommend that a monetary penalty of \$500.00 be imposed. In addition, I recommend that Tarr successfully complete the Board's Basic Contractor Licensing Class (remedial education) within six months of the entry of the order.

Count 2: 18 VAC 50-22-260(B)(15) (Effective January 1, 2003)

Tarr's failure to complete work contracted for and/or to comply with the terms of the contract is a violation of Board Regulation 18 VAC 50-22-260(B)(15). Therefore, I recommend that a monetary penalty of \$2,500.00 be imposed, along with revocation of Tarr's license.

Count 3: 18 VAC 50-22-260(B)(13) (Effective January 1, 2003)

Tarr's failure to respond to an investigator seeking information in the investigation of a complaint is a violation of Board Regulation 18 VAC 50-22-260(B)(13). Therefore, I recommend that a monetary penalty of \$2,500.00 be imposed, along with revocation of Tarr's license.

By:

Anthony R. Orange
Presiding IFF Board Member
Board for Contractors
Date: _____

FINAL ORDER RECOMMENDATION

THE TOTAL MONETARY PENALTY RECOMMENDED HEREIN SHALL BE PAID WITHIN SIXTY (60) DAYS FROM THE DATE OF ENTRY OF THE FINAL ORDER IN THIS MATTER. FAILURE TO PAY THE TOTAL MONETARY PENALTY ASSESSED WITHIN SIXTY (60) DAYS OF THE DATE OF ENTRY OF SAID FINAL ORDER WILL RESULT IN THE AUTOMATIC SUSPENSION OF LICENSE NUMBER 2705 044660 UNTIL SUCH TIME AS SAID AMOUNT IS PAID IN FULL.

**COMMONWEALTH OF VIRGINIA
DEPARTMENT OF PROFESSIONAL AND OCCUPATIONAL REGULATION
BOARD FOR CONTRACTORS**

**RE: KEVIN W. TARR
T/A TARR AND SONS CONSTRUCTION (FORMERLY KNOWN AS COASTAL
ROOFING)
LICENSE NUMBER: 2705 044660**

FILE NUMBER: 2004-01799

Summary of the Informal Fact-Finding Conference

An Informal Fact-Finding Conference (IFF) was convened on March 30, 2004 at the Department of Professional and Occupational Regulation, pursuant to a Notice of Informal Fact-Finding Conference sent by certified mail to Kevin W. Tarr, t/a Coastal Roofing, on February 4, 2004. The following individuals participated at the conference: Jennifer Kazzie, Staff Member; and Anthony R. Orange, Presiding Board Member. Neither Tarr nor anyone on his behalf attended the IFF.

Background

On April 14, 2003, the Enforcement Division of the Department of Professional and Occupational Regulation received a written complaint from Irene Davis (Davis) regarding a contract entered into with Kevin W. Tarr (Tarr), t/a Coastal Roofing.

Davis contacted Tarr for a quote to install a roof on a new home under construction. In July 2001, Davis received a verbal quote from Tarr, in the amount of \$75.00 per square, to install shingles at 27531 Mt. Nebo Road, Onancock, Virginia.

In mid July 2001, Tarr commenced work. On July 15, 2001, Davis received an invoice from Tarr, in the amount of \$3,000.00, for 40 squares at \$75.00. On August 10, 2001, David paid Tarr \$3,000.00 by check.

On October 19, 2001, Tarr completed the work. Davis received an invoice from Tarr, in the amount of \$3,830.00, for labor and materials to install shingles at the subject property. On November 9, 2001, Davis paid Tarr \$3,646.00 by check.

Summation of Facts

1. Tarr failed to make use of a legible written contract clearly specifying the terms and conditions of the work to be performed, signed by all parties, prior to commencement of work or acceptance of payments.
2. As of March 2, 2004, Kevin W. Tarr now trades as Tarr and Sons Construction.

Conclusion and Recommendation

Count 1: 18 VAC 50-22-260(B)(8) (Effective May 1, 1999)

Tarr's failure to make use of a legible written contract clearly specifying the terms and conditions of the work to be performed, signed by all parties, prior to commencement of work or acceptance of payments is a violation of Board Regulation 18 VAC 50-22-260(B)(8). Therefore, I recommend that a monetary penalty of \$1,000.00 be imposed. In addition, I recommend that Tarr successfully complete the Board's Basic Contractor Licensing Class (remedial education) within six months of the entry of the order.

By:

Anthony R. Orange
Presiding IFF Board Member
Board for Contractors
Date: _____

FINAL ORDER RECOMMENDATION

THE TOTAL MONETARY PENALTY RECOMMENDED HEREIN SHALL BE PAID WITHIN SIXTY (60) DAYS FROM THE DATE OF ENTRY OF THE FINAL ORDER IN THIS MATTER. FAILURE TO PAY THE TOTAL MONETARY PENALTY ASSESSED WITHIN SIXTY (60) DAYS OF THE DATE OF ENTRY OF SAID FINAL ORDER WILL RESULT IN THE AUTOMATIC SUSPENSION OF LICENSE NUMBER 2705 044660 UNTIL SUCH TIME AS SAID AMOUNT IS PAID IN FULL.

COMMONWEALTH OF VIRGINIA

DEPARTMENT OF PROFESSIONAL AND OCCUPATIONAL REGULATION

BOARD FOR CONTRACTORS

**RE: JAMES PRUITT
T/A COASTAL ROOFING
LICENSE NUMBER: 2705 070901**

FILE NUMBER: 2004-01396

Summary of the Informal Fact-Finding Conference

An Informal Fact-Finding Conference (IFF) was convened on March 30, 2004 at the Department of Professional and Occupational Regulation, pursuant to a Notice of Informal Fact-Finding Conference sent by certified mail to James Pruitt, t/a Coastal Roofing, on February 4, 2004. The following individuals participated at the conference: Jennifer Kazzie, Staff Member; and Anthony R. Orange, Presiding Board Member. Neither Pruitt nor anyone on his behalf attended the IFF.

Background

On September 23, 2003, the Enforcement Division of the Department of Professional and Occupational Regulation received a written complaint from James H. Justice, Jr. (Justice) regarding a contract entered into with Coastal Roofing.

On May 19, 2003, Justice entered into a contract with Coastal Roofing, in the amount of \$16,500.00, to overlay existing Roll roofing, provide and install "Tamko" brand modified roll roofing, provide and install all fasteners, provide all adhesive, caulk, etc. needed, clean jobsite, and remove and dispose of all trash at the Dream Roller Rink at 32438 Chincoteague Road, New Church, Virginia.

The contract indicated James Pruitt, t/a Coastal Roofing; however, Kevin Tarr signed the contract. The contract also indicated an address of P.O. Box 255, Chincoteague, Virginia 23336.

On July 7, 2003, Justice paid Coastal Roofing \$5,300.00 by check.

On July 14, 2003, James Pruitt, t/a Coastal Roofing, obtained building permit number B2003-0536 for work to be performed at the subject property.

Coastal Roofing advised Justice what section of material to remove from the old roof. Justice removed a layer of material of the old roof according to Coastal Roofing's recommendation.

On July 15, 2003, James Pruitt, t/a Coastal Roofing, commenced work on the project. Between July 16, 2003 and August 1, 2003, Coastal Roofing continued to advise Justice what section of material to remove from the old roof. Each evening, Coastal Roofing would cover the old roof sections removed by Justice with a tarp. By August 1, 2003, Justice had removed approximately half of the old roof. Between July 16, 2003 and August 1, 2003, rain would come through the tarps on the roof, which damaged the interior of the building, including ceiling tiles, floor, and carpeting.

Between August 2, 2003 and August 5, 2003, James Pruitt, t/a Coastal Roofing, helped Justice put on two strips of roofing. James Pruitt, t/a Coastal Roofing, advised Justice that he would be back to complete the work.

On August 6, 2003, Kevin Tarr, on behalf of Coastal Roofing, returned to the subject property and completed the roofing work of the section previously removed. On August 6, 2003, Kevin Tarr instructed Justice to remove the remaining half of the old roof. On August 6, 2003, Justice removed the remaining old roof. Kevin Tarr covered the remaining half of the roof with a tarp.

On August 6, 2003, heavy rains poured through the roof into the interior ceiling because the roof was not properly covered with tarp, causing damage to the interior of the building, including ceiling tiles, the sound system, light controls, lights, electrical wires, carpeting, and skating floor.

Justice contacted Coastal Roofing regarding the water damage. Coastal Roofing told Justice that Coastal Roofing would return the next day to finish the roofing; however, Coastal Roofing failed to return on August 7, 2003 or August 8, 2003.

On August 7, 2003, Justice paid Coastal Roofing \$1,018.88 by check.

On August 8, 2003, Justice, his two sons, and an employee completed the roofing work.

On or about August 10, 2003, Justice contacted Kevin Tarr regarding the water damage. Justice told Kevin Tarr that if Coastal Roofing fixed the damage caused by the improper tarp coverage of the roof, Justice would not hold Coastal Roofing responsible for the damage to the building and lost revenue.

On August 13, 2003, Kevin Tarr entered into a written agreement to repair or replace ceiling tiles and paint the ceiling at the subject property by September 4, 2003.

On October 1, 2003, a review of the licensing records of the Board for Contractors revealed Kevin W. Tarr (Tarr), t/a Coastal Roofing, was issued Class C Contractor's license number 2705044660 on May 20, 1998. The records further revealed the address of record was 6455 Maddox Boulevard, Suite 5, Chincoteague, Virginia 23336 and P.O. Box 255, Chincoteague, Virginia 23336.)

On October 1, 2003, a review of the licensing records of the Board for Contractors revealed James Pruitt (Pruitt), t/a Coastal Roofing, was issued Class B Contractor's license number 2705070901 on August 28, 2003.

Summation of Facts

1. The contract used by Coastal Roofing in the transaction failed to contain subsections: (a) when work is to begin and the estimated completion date, (d) a "plain-language" exculpatory clause concerning events beyond the control of the contractor and a statement explaining that delays caused by such events do not constitute abandonment and are not included in calculating time frames for payment or performance, (e) a statement of assurance that the contractor will comply with all local requirements for building permits, inspections, and zoning, (f) disclosure of the cancellation rights of the parties, (h) contractor's license number, expiration date, class of license, and classifications or specialty services, and (i) statement providing that any modification to the contract, which changes the cost, materials, work to be performed, or estimated completion date, must be in writing and signed by all parties.
2. On September 6, 2003 and September 7, 2003, Justice attempted to contact Coastal Roofing regarding the repair of the water damage. On September 9, 2003, Justice left a advising Coastal Roofing that Justice would assume Coastal Roofing was not going to repair the water damage if Justice did not hear from Coastal Roofing. As of October 31, 2003, Coastal Roofing did not contact Justice.
3. On October 31, 2003, Investigator Valerie Matney, the Board's agent, visited the subject property and observed water damage to the interior of the building, including the ceiling tiles, floor, and carpeting.
4. As of October 31, 2003, Coastal Roofing failed to repair the water damage as agreed to on August 13, 2003.
5. On October 15, 2003, Investigator Valerie Matney, the Board's agent, made a written request, via certified mail, to Pruitt at the address of record of 7170 Libby Lane, Chincoteague, Virginia 23336, requesting a written response and supporting documents to the complaint filed with the Board. The Board's agent requested the documents be received by October 29, 2003.
6. On October 15, 2003, the Board's agent made a written request, via certified mail, to Pruitt at the address listed on the contract of P.O. Box 255, Chincoteague, Virginia 23336,

requesting a written response and supporting documents to the complaint filed with the Board. The Board's agent requested the documents be received by October 29, 2003.

7. On October 23, 2003, Kevin Tarr signed for the certified letters.

8. On October 31, 2003, the Board's agent and Assistant Director David C. Dorner, the Board's agent, went to 7170 Libby Lane, Chincoteague, Virginia 23336. The Board's agents left a business card at the location.

9. On November 5, 2003, Pruitt called the Board's agent and left a message. Pruitt left (757) 990-1902 as the telephone number where Pruitt could be reached. On November 6, 2003, the Board's agent called (757) 990-01902, which rang without any answer or voice mail message.

10. As of December 1, 2003, Pruitt refused or failed to respond to the Board's agent.

Conclusion and Recommendation

Count 1: 18 VAC 50-22-260(B)(9) (Effective January 1, 2003)

Pruitt's failure to make use of a written contract which contains the minimum provisions specified in the Board's Regulations is a violation of Board Regulation 18 VAC 50-22-260(B)(9). Therefore, I recommend that a monetary penalty of \$500.00 be imposed. In addition, I recommend that Pruitt successfully complete the Board's Basic Contractor Licensing Class (remedial education) within six months of the entry of the order.

Count 2: 18 VAC 50-22-260(B)(15) (Effective January 1, 2003)

Pruitt's failure to complete the work contracted for and/or comply with the terms in the contract is a violation of Board Regulation 18 VAC 50-22-260(B)(15). Therefore, I recommend that a monetary penalty of \$2,500.00 be imposed, along with revocation of Pruitt's license.

Count 3: 18 VAC 50-22-260(B)(13) (Effective January 1, 2003)

Pruitt's failure to respond to an investigator seeking information in the investigation of a complaint is a violation of Board Regulation 18 VAC 50-22-260(B)(13). Therefore, I recommend that a monetary penalty of \$2,500.00 be imposed, along with revocation of Pruitt's license.

By:

Anthony R. Orange
Presiding IFF Board Member
Board for Contractors

Date: _____

FINAL ORDER RECOMMENDATION

THE TOTAL MONETARY PENALTY RECOMMENDED HEREIN SHALL BE PAID WITHIN SIXTY (60) DAYS FROM THE DATE OF ENTRY OF THE FINAL ORDER IN THIS MATTER. FAILURE TO PAY THE TOTAL MONETARY PENALTY ASSESSED WITHIN SIXTY (60) DAYS OF THE DATE OF ENTRY OF SAID FINAL ORDER WILL RESULT IN THE AUTOMATIC SUSPENSION OF LICENSE NUMBER 2705 070901 UNTIL SUCH TIME AS SAID AMOUNT IS PAID IN FULL.

TRANSACTIONAL DISCLOSURE STATEMENT
for Officers and Employees of State Government

- Signature _____ Date 3-30-04